

FY23 EXpertise Rebate Program for Authorized, Gold and Diamond Partners

Extreme Networks rewards its channel partners who have demonstrated dedication to selling and delivering Extreme Networks solutions. Extreme is introducing an EXpertise Rebate program to the unified Partner Program (referred to herein as the "Program") which is designed to drive partners´ sales growth and increase profitability.

EXpertise Rebate Program Terms:

October 1, 2022 to June 30, 2023 (the "Program Period")

Eligibility

EPN Partners in good standing that have been officially designated Diamond, Gold or Authorized level are deemed "Eligible Partners" to participate in this program.

Rebate Goal

The intent of the SKU-based rebate is to incentivize our partners to position all of our portfolio and to be aligned with Extreme Networks' sales strategy. It will also drive partners to specialize across our portfolio. The goal of this program is to increase the partner's product knowledge, predictability and their bottom line profitability.

Rebate Structure

Extreme Networks will publish a set of strategic SKUs. This list of eligible SKUs will be posted on the <u>Partner Portal</u>.

- Eligible partners will receive a backend rebate on all eligible SKUs according to the model below.
- Prerequisite: Partner must be specialized in the applicable product category.
- Prerequisite: If a specialization can be achieved by completing different specializations tracks, Partner must complete the applicable modules to earn rebate on a product category.
- The Booster for a Master Specialization will only be applicable for the products that align with the specialization.
- The rebate is capped at \$50.000 per quarter.

Rebate Measurement and Payout Process

- Program achievement will be measured after the close of a quarter. Each quarter shall be treated as a separate eligibility period for purposes of threshold attainment consideration by Extreme.
- Eligible SKUs are defined in a list published on the <u>Partner Portal</u>. Extreme reserves the right to change the eligible SKUs each quarter.
- Rebate calculations will be determined from distribution Point of Sale (POS) reports on eligible product (hardware & software) and new subscription revenue and applies to all eligible SKUs within one quarter.
- Transactions closed using special discounting (Discount Approval for Non-Standard Pricing) and low profitability may be deemed ineligible.
- Deals closed at a discount of 69% or higher will be excluded from the rebate program.
- Rebates will be paid quarterly within 60 days after close of quarter only IF the partner has claimed their rebate on the <u>Performance Dashboard</u>.
- Partner has to create an account with XTRM Inc. (payment platform) before making a rebate claim. Partner is responsible for assigning a Master Admin for their company and managing their banking information.
- The rebate will be paid upon approval of claim to the Partner's provided XTRM account (SPN Number).

Product Family	Eligibile SKUs*	Specialization Required	Base Rebate	Master Required for Boost**	1 Master	2 Masters	3 Masters	4 Masters
Specializations unlock Expertise Rebate on eligible SKUs as per list					25% Boost	50% Boost	75% Boost	100% Boost
Switching + Licenses	Extreme Data Center + Lic.	Data Center (SLX track)	1%	Data Center	1.25%	1.5%	1.75%	2%
	Extreme Fabric + Licenses	ExtremeSwitching (Fabric track)	1%	Campus	1.25%	1.5%	1.75%	2%
	Universal Switching	ExtremeSwitching (EXOS or Fabric)	1%	Campus	1.25%	1.5%	1.75%	2%
Wireless	ExtremeWireless Core	ExtremeWireless (Core track)	2%	Edge	2.5%	3%	3.5%	4%
	Universal Access Points	ExtremeWireless (Cloud track)	2.5%	Edge	3.13%	3.75%	4.38%	5%
New Subscription	ExtremeCloud IQ	Cloud, Management & Automation	3%	Any of the 4 Masters	3.75%	4.5%	5.25%	6%
	ExtremeCloud SD-WAN	ExtremeCloud SD-WAN	3%	Any of the 4 Masters	3.75%	4.5%	5.25%	6%

*Not all SKUs under the listed product families are eligible for the Expertise Rebate - eligible SKUs within each family are specified on PartnerEngage. **Additional Masters are free of choice - only the first Master must be as specified

Program Requirements and Enrollment

- Partner must be recognized by Extreme Networks as an officially designated Diamond, Gold or Authorized level partner.
- Partner must be compliant on all training requirements according to their program level as defined in the partner program guide.
- Partner must adhere to all terms and conditions outlined in this document to receive the rebate program benefits under the program terms herein.

Terms and Conditions

- Eligible Partners in good standing have to meet all programmatic requirements as designated in the applicable Extreme Partner Program guide or contract for their Partner Program level to participate in this program.
- By attaining eligibility status as noted above, partners are eligible to receive the rebate promotion program benefits ("Benefits").
- Revenue goals, attainments and payouts will be measured and paid in USD. Sales outside of the designated currency will not count toward goal achievement or payout.
- Revenue attainment and applicable rebates are calculated/accrued as of the ship date pursuant to Extreme Networks point of sale reporting within the eligible program period. Please refer to the most recent list for eligible part numbers posted on PartnerEngage.

- Revenue goals attainment is measured solely from distributor POS reports for end customer sales. For example, Partners' purchase of product for internal use, demo equipment, spares are not eligible towards attainment or rebate.
- Part numbers must ship complete within the measurement period in order to be eligible for payout.
- Rebates are based on a defined percentage which is calculated off the Extreme Networks Point of Sale Reports for Net Revenue of eligible product transactions.
- Extreme reserves the right to exclude low-margin deals from the rebate calculation.
- Minimum payment amount is 500USD. Rebates below this threshold will not be paid and expire immediately.
- Rebate attainment is published on the <u>Performance</u> <u>Dashboard.</u> Claim period will be communicated with the partner via email.
- The rebate for all eligible transactions will be sent directly to the channel partner within 60 days after the end of a quarter. This is subject to the Partner having an active XTRM account and valid SPN Number. (The rebate may be paid through a third party acting as Extreme Networks paying agent).
- Partner has to create an account at XTRM (payout platform) before making a rebate claim. Partner is responsible for assigning a Master Admin for their company and managing their banking information.
- The rebate will be paid on approval of claim to the Partner's provided XTRM account (SPN Number).
- Partner will forfeit rebate payment or entitlement thereto if the program Terms and Conditions have not been adhered to.
- Extreme reserves the right to update, modify or cancel the rebate program without further notice.

Eligible Transactions

- Eligible transactions are defined as all product and new subscription transactions as per Expertise Rebate SKU list, excluding renewals and other services.
- All Extreme Networks product transactions closed within the defined parameters herein.
- Transactions closed using special discounting (Discount Approval for Non-Standard Pricing) and low profitability may be deemed ineligible from Program entitlement in Extreme's sole discretion.
- Transactions closed, that are considered fulfillment transactions only and have been referred by Extreme Networks to the partner may be deemed ineligible from Program entitlement in Extreme's sole discretion.

Non-Eligible Transactions

Opportunities with the following characteristics are non-eligible:

- All demo, proof of concept, or lab gear purchases.
- All renewal subscription, services and support transactions.
- Deals closed at a discount of 69% or higher.
- Transaction eligibility is further conditioned upon Extreme's ability to provide a rebate depending upon prohibitions per applicable law. In no event shall a channel partner be eligible to receive a rebate on any transaction that Extreme would otherwise be prohibited from issuing per applicable law, which shall be determined in Extreme's sole discretion. All program benefits are subject to Extreme Networks validation that the channel partner is in good standing in the partner program, and that all transactions are valid and meet the program Terms and Conditions. Except as expressly agreed upon by Extreme in writing, resellers are required to purchase Extreme products/ services/ solutions from an Extreme-authorized distributor and resell solely to end user customers.
- The Program terms, conditions, and benefits are subject to change at the sole discretion of Extreme Networks. Eligible Channel Partners who wish to participate in this Extreme Networks Rebate Program must agree to all terms and conditions outlined in this document as a condition of being eligible to receive Program benefits.

FY23 EXpertise Rebate Program

Disclaimer

In no event shall any participant disclose to any third party, without Extreme Networks express consent, details about the program or related benefits provided by Extreme Networks to its participants. Such unauthorized disclosures may subject the violating participant to disciplinary action by Extreme Networks, which may include a curtailing of benefit eligibility hereunder and/or termination of membership in this and other partner programs.

No warranties are made by Extreme Networks in connection with this offer. To the maximum extent permitted by applicable law, Extreme Networks disclaims any implied warranties, including, without limitation, any implied warranties of merchantability and fitness for a particular purpose. In no event will Extreme Networks be liable for any consequential, incidental, special or indirect damages hereunder. Extreme networks aggregate liability to a given participant hereunder shall be limited to the value of the quarterly rebate payment, if any, approved for such participant under the program for only the specific quarter in which any dispute arose. The foregoing limitations shall apply to the maximum extent permitted by applicable law, regardless of whether Extreme Networks has been advised of the possibility of such damages and regardless of whether any remedy fails of its essential purpose. Offer void where prohibited.



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